

# *Lake County Fire Protection District*

## **RESOLUTION NO. 22-0505**

### ***A RESOLUTION OF THE BOARD OF DIRECTORS ADOPTING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE LAKE COUNTY FIRE SAFETY EMPLOYEES, LOCAL 4115 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AND THE LAKE COUNTY FIRE PROTECTION DISTRICT FOR JULY 1, 2022 THROUGH JUNE 30, 2027***

**RESOLVED BY THE** Board of Directors of the Lake County Fire Protection District, that it finds, determines and hereby declares that:

1. The Memorandum of Understanding by and between the Lake County Fire Safety Employees, Local 4115 International Association of Firefighters and the Lake County Fire Protection District for the period from July 1, 2022 through June 30, 2027, attached hereto, is hereby adopted.
2. The Chairperson of the Board of Directors is hereby authorized to execute said Memorandum of Understanding on behalf of the Lake County Fire Protection District.

**THIS RESOLUTION WAS PASSED AND ADOPTED** by the Board of Directors of the Lake County Fire Protection District at a regular meeting held on May 25, 2022, by the following vote:

AYES: Ballard, Dean, Fults, Moore, Snyder, Watson

NOES: None

ABSENT OR ABSTAIN: Loustalot

**ATTEST:**

  
\_\_\_\_\_  
**Miasha Rivas**  
**Clerk of the Board**

  
\_\_\_\_\_  
**CHAIRPERSON OF THE BOARD**



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**Lake County Fire Protection District**  
**AND**  
**Local 4115, International Association of Firefighters**

**July 1, 2022 – June 30, 2027**

**Article 1 Preamble**

- a) This Memorandum of Understanding (hereinafter referred to as MOU) has been prepared pursuant to and entered into in accordance with Title 1, Division 4, Chapter 10, Sections 3500-3510 of the California Government Code Sections and California Labor Codes which pertain to public employees and public safety employees. This agreement has been made and executed by the Lake County Fire Protection District Board of Directors (hereinafter referred to as "District") and Local 4115, International Association of Firefighters (hereinafter referred to as "Union") and satisfies the duty of the District to meet and confer with the Union.
- b) The District and the Union, having met and conferred in good faith regarding the terms and conditions of employment for the Union, and having reached an agreement as set forth herein, agree to submit this MOU to the Board of Directors with the recommendation that the District adopt its terms and conditions and take such action as may be necessary to implement its provisions.

**Article 2 Purpose**

- a) It shall be the purpose of this MOU to promote and provide for continuity of operation and employment through harmonious relations, cooperation, and understanding between the District and the Union affected by the provisions of this agreement, and to set forth the understanding reached between the parties as a result of good faith negotiations pertaining to the matters set forth herein.

**Article 3 Recognition**

- a) The District recognizes the Union as the exclusive representative of the permanent, full-time, paid employees in all job classifications contained herein.
- b) This MOU shall apply to all ranks listed on the Salary Schedule, Appendix A, attached hereto (hereinafter referred to as Employees).
- c) The District recognizes the following ranks as the fire division of operations (hereinto referred to as Fire Division):
  - 1) Fire Captain
  - 2) Fire Apparatus Engineer

- 3) Firefighter
- d) The District recognizes the following ranks as the emergency medical services division of operations (hereinto referred to as EMS Division):
  - 1) Paramedic
  - 2) EMT Driver/Attendant

#### **Article 4 Employee Rights and Responsibilities**

- a) Union organization members shall be free to participate in organization activities without interference, intimidation or discrimination in accordance with State and District Rules and Regulations.
- b) The Union shall have the right of representation before the District regarding wages, hours and/or working conditions.
- c) The Union shall have the right to reasonable notice of any proposed ordinance, resolution, regulation, or rule relating to wages, hours, and/or working conditions.
- d) Union officers shall have the right to reasonable time off without loss of compensation or benefits when meeting and conferring with District representatives on matters relating to wages, hours, and/or working conditions.
- e) The Union shall have the right of reasonable access to employees and applicable documents for the purpose of processing grievances and appeals. Such access shall not interfere with the normal operations of the District or with safety and security requirements of the District. Any requests for documents must be accompanied with a written authorization from the aggrieved or appealing employee.
- f) The Union shall have the right to maintain a bulletin board in an area readily accessible to the employees.
- g) The Union shall have the right to recommend changes to the personnel system and personnel rules and to meet and confer on changes thereof.

#### **Article 5 Prior Negotiations and Agreements**

- a) This MOU recognizes that prior to the acknowledgement of this agreement the District negotiated in good faith with the Union and reached agreement on specific modifications to the personnel system rules and regulations, as well as, salaries and benefits.
- b) This MOU shall supersede all previously negotiated MOUs. Any and all previous MOUs shall be null and void upon ratification of this signed MOU.

## **Article 6 Work hours/days/weeks/periods & callbacks**

- a) Employees shall work a fifty-six (56) hour work week with a twenty-four (24) day FLSA work period.
- b) Employees shall work rotating tours of two (2) – twenty-four (24) hour shifts (i.e. 2 days) with four (4) – twenty-four (24) hour shifts off (i.e. 4 days).
- c) Work hours for a twenty-four (24) hour shift starts at 0800 and ends at 0800 the following morning.
- d) Union Employees working a modified, forty (40) hour work week, with approval of the Fire Chief, shall have a seven (7) day work week with work periods which are the same as each calendar month.
- e) The forty (40) hour work week may consist of four (4) – ten (10) hour days, five (5) – eight (8) hour days, or any combination of hours and days as needed and approved by the Fire Chief.
- f) Employees may be first choice for callback to fill shifts in the fire division.
- g) Captains will be first callback when Captain or shift supervisor coverage is required.

## **Article 7 Staffing**

- a) The District will maintain a minimum of 6-0 daily staffing to maintain a safe work environment with a goal of 7-0 staffing when available.
- b) Positions which become vacant may remain unfilled for up to twelve (12) months to allow for recruitment, selection, and appointment.
- c) Battalion Chief staffing and Future Promotions:
  - 1) In accordance with Lake County Fire Protection District Ordinance No. 2016-1001 for Measure D, which was passed by the voters in March 2017, the District will hire six (6) new employees on the operations side to staff Station 65 with two (2) personnel 24 hours a day, 7 days a week. The District will not fill the Battalion Chief positions or give promotions until financially feasible.
  - 2) The Union acknowledges that the District must fulfill the promises made during the Measure D campaign by both the Union and the District to its constituents.
  - 3) The District acknowledges and agrees that the Union finds the Battalion Chief positions to be an important component on the overhead side. The District will continue to seek alternate funding to fund the Battalion Chief positions and give

promotions.

- 4) The Union requests that the District fill the vacant Battalion Chief positions as soon as financially feasible. Therefore, the Union and the District will assess at each annual and mid-year budget, the needs and priorities of the District to determine financial feasibility of filling any vacant Battalion Chief positions and to give promotions.

## **Article 8 Salaries and Stipends**

- a) Salaries and stipends from prior negotiations shall be abolished, and the base salaries for each respective position shall be as indicated in Appendix A and Appendix B, attached to this agreement.
- b) The base salaries are intended to compensate the Employee for regular scheduled shifts as defined as a work week in Article 6, section a or section d.
- c) The District will use a 3-tiered system (outlined below) for base salaries for fiscal years 2022/2023 – 2025/2026. Beginning fiscal year 2026/2027, the tiered system will be abolished and the District will only have 1 salary schedule for all Employees represented by this MOU.
  - 1) Tier 1 – employees hired prior to January 1, 2014.
  - 2) Tier 2 – employees hired between January 1, 2014 and June 30, 2016.
  - 3) Tier 3 – employees hired July 1, 2016 and after.
- d) Stipend pay is additional taxable wages not calculated as part of the base salaries.
- e) To be eligible for any stipend pay, Employees must meet the minimum requirements as indicated on Appendix B.
- f) Probationary Employees are not eligible for stipend pay.

## **Article 9 Retirement Contribution**

- a) The District contracts with the California Public Employees Retirement System (CalPERS) to provide retirement benefits for Employees.
- b) The retirement contract for Employees who are CalPERS Classic members, as defined by the Public Employment Retirement Law (PERL), is the 3% at 55 plan.
- c) The retirement contract for Employees who are CalPERS PEPRA members, as defined by the PERL, is the 2.7% at 57 plan.
- d) Effective July 1, 1997 the District agrees to amend the existing CalPERS contract Section 21335 to include a maximum 3% Cost of Living Allowance Increase.

- e) Positions excluded from CalPERS are all limited term part-time and/or volunteer positions.
- f) PEPRA members will be responsible to pay their own member contribution as required by the Public Employee's Pension Reform Act (PEPRA) of 2013.
- g) Classic members will be shifted their member contribution over a period of 2 years according to the following:
  - 1) Fiscal year 2022/2023 – employees will pay 4.5% of their member contribution.
  - 2) Fiscal year 2023/2024 – employees will pay 9.0% of their member contribution.

**Article 10 Deferred Compensation**

- a) Employees may contribute to a 457b deferred compensation plan from any of the investors the District contracts with.
- b) The District will not provide matching funds for the term of this agreement.

**Article 11 Medical/Dental/Vision Insurance**

- a) The District shall provide medical, dental, and vision insurance coverage to Employees through a contracted insurance provider as mutually agreed by both parties.
- b) The District will cover insurance premium costs, up to a maximum district cap, for any Employee who chooses to use the District's insurance provider. Any additional premium costs above the district cap are paid by the Employee through payroll deductions.
- c) The maximum district cap shall not fall below \$913 for single coverage or \$2,101 for family coverage for the life of this MOU.
- d) Any insurance premium cost increase or decrease shall be evaluated annually and equally shared between the District and the Employee using the following formula for the district cap. This formula will be used to calculate the district cap for both the single rate and the family rate:

New average premium - Current average premium = Difference  
 Difference / 2 = Half of the increase or decrease in premium that will be added or subtracted to the district cap

Example:

2015 average single premium is \$500 and 2016 average single premium is \$600. 2015 district cap is \$700.

\$600 - \$500 = \$100 / 2 = \$50 (this is half the increase in premium)  
 \$700 + \$50 = \$750 new district cap

- e) The District shall provide a \$50,000 group life insurance policy, Accidental Death & Dismemberment policy, and an Employee Assistance Program for all Employees.
- f) Employees may elect supplemental life insurance at their own cost.
- g) Employees may opt-out of the District provided insurance. If the Employee chooses to opt-out, the employee must provide proof of medical/dental/vision insurance coverage from another source. The District will then provide a stipend for 50% of the single rate district cap as calculated in Section D of this Article.

**Article 12 Other Post-Employment Benefits (OPEB)**

- a) The District shall maintain a special account designated to provide OPEB. Funds in the OPEB account, plus interest earned, are to remain in the account and are to be used specifically for payment of OPEB benefits.
- b) To be eligible for OPEB, Retirees must meet the following minimum requirements:
  - 1) Hired prior to July 1, 2016
  - 2) Employed a minimum of twenty (20) years as a permanent, full-time employee
  - 3) Be a minimum of fifty-five (55) years of age at the time of retirement.
- c) Dependents are not eligible for OPEB benefits.
- d) Employees hired on July 1, 2016 or after are not eligible for OPEB.
- e) OPEB benefits shall include medical, dental, and vision insurance.
- f) The Retiree shall receive medical, dental, and vision insurance from the District's current policy provider. The District shall be responsible to pay the full cost of the Retiree's insurance premiums directly to the policy provider. Insurance premium costs shall be based on the current expense for the Retiree only.
- g) OPEB will terminate at age 65, at the request of the Retiree, or upon the death of the Retiree.

**Article 13 Holidays**

- a) *56-Hour Employees*
  - 1) Employees working a fifty-six (56) hour work week shall accrue one-hundred and twenty (120) hours of annual Holiday time in lieu of additional pay for holidays worked.
  - 2) Probationary Employees shall accrue Holiday time at ten (10) hours per month until a maximum of one hundred and twenty (120) hours has



been accrued. Probationary Employees may use only the current accrued balance at the time of leave or cash out request.

- 3) Holiday time shall be granted on January 1<sup>st</sup> of each calendar year. All Holiday time shall be utilized by December 31<sup>st</sup> of each calendar year. It cannot be carried forward into the next calendar year.
- 4) Employees shall declare by January 1<sup>st</sup> of each calendar year whether they will cash out, utilize the hours for time off, or a specific combination of both. This declaration can be changed each January 1<sup>st</sup>. This will allow the District to properly calculate the Employees' FLSA regular rates.
- 5) Employees who chose any cash out must submit their cash out in accordance with the current payroll schedule for payment by December 31<sup>st</sup>.
- 6) Holiday time shall be compensated at the Employee's current, straight-time hourly rate.
- 7) Usage and scheduling of Holiday time must be in accordance with District leave policies.
- 8) Upon separation at retirement or termination of service for any reason, any accrued Holiday time which has not actually been earned, must be reimbursed to the District at time of severance.

b) *40-Hour Employees*

- 1) Union Employees working a forty (40) hour work week shall observe the following holidays as paid days off and shall be compensated for as part of the Employee's current salary:
  1. New Year's Day
  2. MLK Day
  3. President's Day
  4. Memorial Day
  5. Independence Day
  6. Labor Day
  7. Columbus Day
  8. Veteran's Day
  9. Thanksgiving
  10. Day after Thanksgiving
  11. Christmas Eve
  12. Christmas Day

## **Article 14 Floating Holidays**

- a) Floating Holiday time shall be granted on January 1<sup>st</sup> of each calendar year. All Floating Holiday time shall be utilized by December 31<sup>st</sup> of each calendar year.
- b) If there are unused hours, Floating Holidays shall not be compensated for or carried forward into the next calendar year.
- c) Usage and scheduling of Floating Holiday time must be in accordance with District leave policies.
- d) Upon separation at retirement or termination of service for any reason, any accrued Floating Holiday time which has not actually been earned, must be reimbursed to the District at time of severance.
- e) Employees working a fifty-six (56) hour work week shall accrue seventy-two (72) hours of annual Floating Holiday time that may be used, all or in part, for any purpose.
- f) Probationary Employees working a fifty-six (56) hour work week shall accrue Floating Holiday time at a rate of six (6) hours per month until a maximum of seventy-two (72) hours has been accrued. Probationary Employees may use only the current accrued balance at the time of leave.
- g) Employees working a forty (40) hour work week shall accrue three (3) Floating Holiday days each calendar year which may be used, in all or in part, for any purpose. The number of hours for each of the Floating Holiday days shall be determined by the Employee's current number of hours per work day (i.e. if working an 8-hour work day, each floating holiday shall be 8 hours. If working a 10-hour work day, each floating holiday shall be 10 hours).

## **Article 15 Sick Leave**

- a) The Employee must immediately notify their immediate supervisor, Duty Officer or Fire Chief when absent from duty due to sickness or injury. The Employee is not eligible for Sick leave for the time prior to such notice, unless the delay is shown to be unavoidable.
- b) Employees who use sick leave beyond three (3) consecutive shifts must provide a doctor's note validating a genuine illness/injury requiring additional leave.
- c) If an Employee is absent for three (3) consecutive shifts or more, a physician's note or verification of illness to the satisfaction of the District is required upon return to duty.
- d) When an Employee has an illness or injury causing sick leave and all other available accruals have been exhausted, the Employee may be eligible for a

leave of absence not to exceed six (6) months with disability benefits paid at one-half (1/2) salary. Such leave of absence must be with the approval of the Fire Chief and the Board of Directors.

- e) Usage of sick leave hours shall be limited to a maximum of three (3) calendar months per each occurrence with approval from the Fire Chief and Board of Directors. Time may be extended with a doctor's request and approval from the Fire Chief and Board of Directors.
- f) Employees may be gifted sick leave from up to 4 other employees not to exceed 480 hours. To be eligible for gifted sick leave, employees must first satisfy Article 15 Section d) and Section e) of this MOU.
- g) Employees who are sick while on vacation shall notify the District immediately and can change the leave type used from Vacation leave to Sick leave with approval of the Fire Chief. Employees shall be governed by the District leave policies.
- h) Accrual of sick leave shall be unlimited. However, upon separation at retirement or termination of service, the Employee may either:
  - 1) Apply the total accrued, unused sick leave toward retirement service credits in accordance with CalPERS policies; **OR**
  - 2) Cash out one-half (1/2) of total accrued sick leave, not to exceed three (3) month's base salary compensation.
- i) Employees working a fifty-six (56) hour workweek shall be granted twenty-four (24) hours of sick leave per work period (or 30.4 hours per month).
- j) Employees working a forty (40) hour work week shall be granted one (1) sick leave day per month. The number of hours for each sick leave day shall be determined by the Employee's current number of hours per work day (i.e. if working an 8-hour work day, each sick leave day shall be 8 hours. If working a 10-hour work day, each sick leave day shall be 10 hours).

## **Article 16 Compensatory Time**

- a) Compensatory time off shall be granted to Employees in lieu of overtime pay at a rate of not less than one and one half (1½) hours for each hour of overtime worked.
- b) Compensatory time off may be taken at any time for any purpose with the prior approval of the Fire Chief and/or authorized District representative. However, during critical work periods, fire season, or anytime which the Fire Chief or District feels it is imperative that the Employee remain on duty, Compensatory time may be restricted.

- c) All compensatory time must be requested by the Employee and approved by the Fire Chief and/or authorized District representative prior to obtaining it in lieu of paid compensation.
- d) All compensatory time must be requested by the Employee and approved by the Shift Supervisor on Form PR70-2 prior to obtaining it in lieu of paid compensation.
- e) A maximum of one-hundred and twenty (120) hours of compensatory time off may be accumulated, with not more than ninety-six (96) hours to be carried forward into the next calendar year, unless approved by the Fire Chief.
- f) Any Compensatory time balances over and above the amount allowed and/or approved by the Shift Supervisor to be carried over past December 31 of each calendar year may be paid in January of the following year at the Employees current FLSA regular rate.
- g) Probationary Employees may not accrue Compensatory time. Any overtime worked shall be compensated for according to Article 17.
- h) Upon separation at retirement or termination of service for any reason, any accrued Compensatory Time shall be paid to the Employee at severance.

#### **Article 17 Overtime**

- a) Employees are responsible for keeping records of their overtime and shall submit these records along with Form PR70-1 requesting compensation for overtime to their immediate supervisor for approval prior to receiving any overtime compensation.
- b) Employees who work fifty-six (56) hour work weeks and who work in excess of their regular scheduled shifts, shall receive compensation of not less than one and one half (1½) hours for each hour of overtime worked paid at the Employees current FLSA regular rate.
- c) Employees who work forty (40) hour work week who work in excess of forty (40) hours, shall receive compensation of not less than one and one half (1½) hours for each hour of overtime worked paid at the Employees current FLSA regular rate.

#### **Article 18 Fair Labor Standards Act (FLSA) 7k Exemption**

- a) The District and the Union acknowledge the FLSA 7-K exemption and, through previous MOU negotiations, agreed to incorporate FLSA mandated overtime compensation of 3% as part of "Appendix A" base salaries. However, through legal consultations, Federal Laws and Regulations cannot be overridden by any negotiated document. Therefore, the following is determined:

- 1) The District will resume paying FLSA 7k for Employees who work fifty-six (56) hour work weeks during a twenty-four (24) day work period as defined in Article 6, Section a – c.
- 2) The hours paid for FLSA 7k will be for regularly, scheduled overtime and take into account the number of hours the Employee's monthly salary compensates them for as defined in Article 8, section b.
- 3) FLSA 7k will be paid at the Employee's FLSA regular rate each pay period using a formula determined by the District, which complies with the FLSA 7k law, and is approved by legal counsel for compliance. The formula can be furnished for the Employee's review upon request.
- 4) FLSA 7k will be paid to the Employee, not accrued for paid time off.
- 5) Employees who work forty (40) work weeks do not qualify for FLSA 7k.

#### **Article 19    Vacation Leave**

- a) Vacation leave shall be earned on the basis of net credited full-time service from the date of hire as shown by the records of the District.
- b) Vacation leave shall not be granted during the Employee's probationary period, however probationary time shall be considered for determining years of service for vacation leave accrual.
- c) Vacation leave shall be accrued on January 1<sup>st</sup> of each calendar year.
- d) Employee anniversary dates which fall mid-year and qualifies the Employee to accrue vacation leave at the next step, shall accrue the higher step vacation leave amount on January 1<sup>st</sup> prior to the anniversary date.
- e) The District acknowledges that Probationary Employees cannot utilize their Vacation leave while on probation. Therefore, the Probationary Employee may exceed the carry forward amount for year one (1). However, by January 1<sup>st</sup> of the third calendar year, Probationary Employees, regardless of whether he/she works a fifty-six (56) or forty (40) hour work week, shall have utilized his/her vacation leave in excess of allowed carry-over as stipulated in Sections h)2) & i)2) of this Article.
- f) Vacation leave shall be approved by the Employee's immediate supervisor in the District's time tracking system prior to being utilized and in accordance to District leave policies. Any conflicting leave requests shall be resolved by employee seniority. Scheduling vacation leave shall take into consideration the current demands and staffing requirements at the discretion of the Fire Chief.

g) Upon separation at retirement or termination of service for any reason, any accrued Vacation leave that has not actually been earned shall be reimbursed to the District by the Employee at severance.

h) *56-Hour Employees*

1) Employees working a fifty-six (56) hour work week shall accrue Vacation leave as follows:

<u>Years of service</u>	<u>Hours accrued</u>
1	96 (8 hours per month)
2 – 5	168 (14 hours per month)
6 – 10	240 (20 hours per month)
11– 15	312 (26 hours per month)
16+	360 (30 hours per month) plus twenty-four (24) hours for each additional year of service in excess of 16 years

2) For Employees working a fifty-six (56) hour work week, a maximum of seventy-two (72) hours of Vacation leave may be carried forward into the next calendar year. The carry forward amount may be increased for special circumstances with approval of the Fire Chief.

3) Probationary Employees working a fifty-six (56) hour work week shall earn and accumulate vacation leave at the rate of the hours per month which corresponds with their current years of service until the maximum for that category is achieved.

i) *40-Hour Employees*

1) Union Employees working a forty (40) hour work week shall accrue Vacation leave as follows:

<u>Years of service</u>	<u>Hours accrued</u>
1	40 (3.33 hours per month)
2 – 4	80 (6.67 hours per month)
5 – 9	120 (10 hours per month)
10 – 14	160 (13.33 hours per month)
15 +	160 plus one (1) day for each additional year of service in excess of 15 years. The number of hours for each additional day shall be determined by the Employee's current number of hours per work day (i.e. if working an 8-hour work day, each additional day shall be 8 hours. If working a 10-hour work day, each additional day shall be 10 hours).

2) For Employees working a forty (40) hour work week, a maximum of eighty (80) hours may be carried forward into the next calendar year. The carry forward amount may be increased for special circumstances

with approval of the Fire Chief.

- 3) Probationary Employees working a forty (40) hour work week shall earn and accumulate vacation leave at the rate of the hours per month which corresponds with their current years of service until the maximum for that category is achieved.

## **Article 20 Bereavement Leave**

- a) Bereavement leave shall be approved by the Employee's immediate supervisor and the Fire Chief must be notified prior to being utilized.
- b) Bereavement leave shall be compensated for as part of the Employee's regular salary.
- c) Bereavement leave, if not utilized, will not be compensated for or carried over in any way.
- d) Employees working a fifty-six (56) hour work week shall receive up to a maximum of seventy-two (72) hours (three (3) 24-hour shifts) of bereavement leave with pay due to the death of a member of his/her family. Refer to the District's Bereavement Leave Policy for the definition of a family member.
- e) Employees working a forty (40) hour work week shall receive paid Bereavement leave up to a maximum of three (3) days for the death of the Employee's family member. Refer to the District's Bereavement Leave Policy for the definition of a family member. The number of hours for each of the Bereavement days shall be determined by the Employee's current number of hours per work day (i.e. if working an 8-hour work day, each Bereavement day shall be 8 hours. If working a 10-hour work day, each Bereavement day shall be 10 hours).

## **Article 21 Critical Incident Stress Debriefing**

- a) It is hereby agreed that the District shall provide up to two (2) Employees with training for Critical Incident Stress Debriefing at no cost to the Union.

## **Article 22 Promotional Step Plan**

- a) The District and the Union recognizes the need attract and retain the talent necessary to provide emergency fire and medical services to the constituents of the District. A Promotion Step Plan shall be utilized for the Fire Division (Appendix C) and the EMS Division (Appendix D).
- b) The California State Fire Marshal (CSFM) training requirements have changed as of January 1, 2017, thus changing the minimum requirements in the Promotion Step Plan. Appendix C, for the Fire Division, outlines the Promotional Step Plan both before and after the CSFM training requirement changes.

- c) Employees who obtained all of the certifications necessary for a rank or step promotion prior to January 1, 2017, using the old Promotion Step Plan, shall be eligible for promotion to the respective rank only, and are not required to obtain the new training. However, Employees who only obtained some, but not all of the certifications necessary for a rank or step promotion prior to January 1, 2017, using the old Promotion Step Plan, must now obtain all of the new certifications required by the new Promotion Step Plan to receive the respective rank or step promotion.

Example:

To promote from Fire Apparatus Engineer/Paramedic I to a Step II:

- 1) You obtained Prevention 1-A and Management 1 certifications prior to 1/1/17, but do not promote until after 2/1/17. You satisfied the certification requirements prior to 1/1/17 using the old Promotion Step Plan. You are eligible for the step promotion.
- 2) You obtained Prevention 1-A certification prior to 1/1/17, but not the Management 1 certification. You must now obtain the certifications according to the new CSFM training requirements using the new Promotion Step plan. This means you must now also obtain the Company Officer 2-C and 2-A certifications to be eligible for the step promotion.

### **Article 23 Education**

- a) The District shall provide up to forty-eight (48) hours per calendar year of paid Education time off to attend CSFM classes, classes that directly benefit the District, or are of direct relevance to the Employee's current or future rank.
- b) The Fire Chief shall review and approve each Education leave request. Relevance of classes is determined on a case-by-case basis.
- c) Where possible, backfill and overtime shall be avoided. Special circumstances may arise that require a minimal overtime cost to the District, as approved by the Fire Chief.

### **Article 24 Paramedic Incentive Program**

- a) The Paramedic Incentive Program is an option for EMT personnel to become Paramedics.
- b) Employees must apply for the program. To be eligible to apply, the Employee must already be enrolled in a paramedic program. Probationary employees are not eligible for the Paramedic Incentive Program.
- c) Employees are then selected for approval based on the District's discretion of current and future needs.



- d) The District will provide overtime/backfill coverage, as needed, up to 150 total hours per Employee with no loss to Vacation or Comp accruals, however all annual carry forward policies still apply. Holiday and Floating Holidays do not qualify for the “no loss” option, but the Employee is able to utilize them for this program.
- e) The Employee will have 18 months from the start of the college’s paramedic program to receive their certification. If the employee exceeds that time period, he/she must begin using accruals for time off to complete the program.
- f) If the Employee does not successfully receive their Paramedic certification, the Employee will be required to use their Vacation and Comp accruals to “reimburse” the District for the duty days the employee was absent for the program. This “true up” process will take place in 2 stages: after completion of the didactics and after receipt of the Paramedic certification.
- g) After receipt of their Paramedic certification, the Employee is required to commit to the District for a period of 5 years from their certification date.
- h) If the Employee terminates for any reason other than a District layoff, the Employee will be required to reimburse the District for each month the Employee falls short of the 5-year commitment according to the following formula:

Total cost of accruals used/60 months (5 years) = monthly reimbursement

This reimbursement will be deducted from any severance or final pay. If the Employee’s severance or final pay is not sufficient to reimburse the District, the Employee is responsible to pay the additional balance within 30 days.

## **Article 25 Uniform Allotment**

- a) Employees shall receive an annual Uniform Allotment for the sum of seven hundred and fifty dollars (\$750) for any work-related uniform maintenance or replacement or small personal equipment purchases each calendar year. The allotment will be provided in January each calendar year.
- b) Upon initial hire, the District shall provide Employees a full complement of duty uniforms in lieu of the Uniform Allowance or Allotment during year 1. A full complement includes:
  - 1) 2 pairs of pants
  - 2) 2 Class B shirts
  - 3) 2 LCFPD t-shirts
  - 4) 1 belt
  - 5) 1 jacket
  - 6) 1 pair of boots

- c) Upon successful completion of probation, the District will purchase the Employee a Class A uniform in lieu of the Uniform Allotment during year 2. If the Employee has a comparable Class A uniform, with supervisor's approval, the Employee may use that Class A in Lieu of the District purchasing a new one and receive the Uniform Allotment in year 2. If year 2 falls mid-calendar year, the amount will be prorated for the remainder of the calendar year at sixty-two dollars and fifty cents (\$62.50) per month (\$750/12 months).
- d) The Employee shall receive the seven hundred and fifty-dollar (\$750) uniform allotment at the start of year 3. If year 3 falls mid-calendar year, the amount will be prorated for the remainder of the calendar year at sixty-two dollars and fifty cents (\$62.50) per month (\$750/12 months).

## **Article 26 Probationary Period**

- a) All newly hired Employees shall be subject to a minimum of a one (1) year probationary period.
- b) All newly promoted Employees shall be subject to a minimum of a six (6) months probationary period.
- c) Probationary Employees shall be subject to performance evaluations every four (4) months until the probationary period is completed.
- d) During the probationary period, the District may terminate the Employee for any reason and at any time.
- e) During the probationary period, the District, at its discretion, may return a newly promoted Employee to his/her immediate prior rank or classification.
- f) The Employee's probationary period shall be included in computing seniority and benefits from date of hire or promotion.

## **Article 27 Evaluations**

- a) Employees shall be subject to a performance evaluation annually.
- b) Performance evaluations shall be in writing and signed by the Employee, the evaluator, and the Fire Chief. All evaluations will become part of the Employee's permanent personnel records.
- c) Once prepared by the evaluator, the Fire Chief shall review for additional comments prior to delivering the evaluation to the Employee.
- d) Performance evaluations shall be based on information obtained through personal contact, personal observations and input from the Employee's immediate supervisors, the Employee, and the Fire Chief.
- e) The Employee's immediate supervisor shall be the evaluator and conduct the performance evaluations.

- f) Upon completion of conducting the performance evaluation, the original shall be submitted to the Fire Chief.

**Article 28 Grievances Procedures**

- a) The District and the Union established Lexipol Policy 1046 Grievance Procedure through a meet and confer process and the policy was adopted by the Board of Directors for implementation on December 18, 2019.

**Article 29 Progressive Discipline Policy and Employee Rights**

- a) The District and the Union established Lexipol Policy 1047 Personnel Complaints & Discipline through a meet and confer process and the policy was adopted by the Board of Directors for implementation on December 18, 2019.
- b) The District and the Union agree to establish a disciplinary actions policy through a meet and confer process for implementation on July 1, 2020.

**Article 30 Term of agreement and renewal**

- a) The term of this agreement shall be for a period of five (5) years commencing July 1, 2022 and terminating after June 30, 2027. At any time during the term of this agreement the Union and the District may make changes upon agreement of both parties after meeting and conferring on the items to be changed.
- b) In January of 2027, the District and the Union agree to open negotiations pertaining to the contents of an agreement to become effective July 1, 2027.
- c) In the absence of an executed agreement for the period commencing July 1, 2027 the provisions of this agreement in effect July 1, 2022 shall remain in effect.

**Article 31 Implementation/Separability**

- a) If any Article or Section of this MOU should be found invalid, unlawful or unenforceable by reason of any existing or subsequent enacted Legislation or by Judicial authority, all other Articles and Sections of the MOU shall remain in full force for the duration of the term of the agreement.
- b) In the event of invalidation of any Article or Section the District and the Union agree to meet within thirty (30) days for the purpose of renegotiating said Article or Section.


**Article 32 Ratification**

- a) The District and the Union acknowledge that this MOU shall not be in full force and effect until ratified by a simple majority vote of those Employees represented by this agreement and adopted in the form of a Resolution by the Board of Directors.

- b) Subject to the foregoing, this MOU is hereby recommended for approval by the District and the Union and entered into this 25<sup>th</sup> day of May 2022.



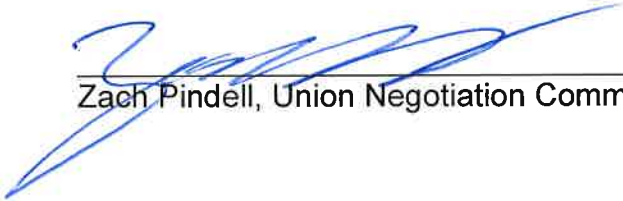
Jacqueline Snyder, Board Chairperson



Kyle Shields, Union Negotiation Committee Local 4115



Marc Hill, Union Negotiation Committee Local 4115



Zach Pindell, Union Negotiation Committee Local 4115

**Local 4115, International Association of Firefighters  
(Employees hired prior to January 1, 2014)**

**APPENDIX A  
Salary Schedule – Tier 1**

Shift Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	6,783.02	3,391.51	27.95	7,088.26	3,544.13	29.21	7,172.48	3,586.24	29.56	7,172.48	3,586.24	29.56
<b>Step 2</b>	6,986.51	3,493.26	28.79	7,300.90	3,650.45	30.09	7,387.65	3,693.83	30.44	7,387.65	3,693.83	30.44
<b>Step 3</b>	7,190.00	3,595.00	29.63	7,513.55	3,756.78	30.96	7,602.83	3,801.42	31.33	7,602.83	3,801.42	31.33
<b>Fire Apparatus Engineer Step 1</b>	6,094.08	3,047.04	25.11	6,368.31	3,184.16	26.24	6,443.98	3,221.99	26.55	6,443.98	3,221.99	26.55
<b>Step 2</b>	6,276.91	3,138.45	25.87	6,559.36	3,279.68	27.03	6,637.30	3,318.65	27.35	6,637.30	3,318.65	27.35
<b>Step 3</b>	6,459.73	3,229.86	26.62	6,750.41	3,375.21	27.82	6,830.62	3,415.31	28.15	6,830.62	3,415.31	28.15
<b>Firefighter Paramedic Step 1</b>	5,475.40	2,737.70	22.56	5,721.79	2,860.90	23.58	5,789.78	2,894.89	23.86	5,789.78	2,894.89	23.86
<b>Step 2</b>	5,639.66	2,819.83	23.24	5,893.45	2,946.72	24.29	5,963.47	2,981.74	24.57	5,963.47	2,981.74	24.57
<b>Step 3</b>	5,803.93	2,901.96	23.92	6,065.10	3,032.55	24.99	6,137.17	3,068.59	25.29	6,137.17	3,068.59	25.29
<b>Firefighter Paramedic Entry</b>	5,214.76	2,607.38	21.49	5,449.42	2,724.71	22.46	5,514.18	2,757.09	22.72	5,514.18	2,757.09	22.72
<b>Firefighter EMT</b>	4,914.76	2,457.38	20.25	5,149.42	2,574.71	21.22	5,214.18	2,607.09	21.49	5,214.18	2,607.09	21.49
<b>Paramedic Entry</b>	4,427.19	2,213.60	18.24	4,626.41	2,313.21	19.06	4,681.38	2,340.69	19.29	4,681.38	2,340.69	19.29
<b>Step 1</b>	4,527.19	2,263.60	18.66	4,726.41	2,363.21	19.48	4,781.38	2,390.69	19.70	4,781.38	2,390.69	19.70
<b>Step 2</b>	4,627.19	2,313.60	19.07	4,826.41	2,413.21	19.89	4,881.38	2,440.69	20.12	4,881.38	2,440.69	20.12
<b>Step 3</b>	4,727.19	2,363.60	19.48	4,926.41	2,463.21	20.30	4,981.38	2,490.69	20.53	4,981.38	2,490.69	20.53
<b>EMT/Attendant Entry</b>	3,902.89	1,951.44	16.08	4,078.52	2,039.26	16.81	4,126.97	2,063.49	17.01	4,126.97	2,063.49	17.01
<b>Step 1</b>	4,002.89	2,001.44	16.50	4,178.52	2,089.26	17.22	4,226.97	2,113.49	17.42	4,226.97	2,113.49	17.42
<b>Step 2</b>	4,102.89	2,051.44	16.91	4,278.52	2,139.26	17.63	4,326.97	2,163.49	17.83	4,326.97	2,163.49	17.83
<b>Step 3</b>	4,202.89	2,101.44	17.32	4,378.52	2,189.26	18.04	4,426.97	2,213.49	18.24	4,426.97	2,213.49	18.24

**Local 4115, International Association of Firefighters  
(Employees hired prior to January 1, 2014)**

**APPENDIX A  
Salary Schedule – Tier 1**

40-Hour Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	6,783.02	3,391.51	39.13	7,088.26	3,544.13	40.89	7,172.48	3,586.24	41.38	7,172.48	3,586.24	41.38
<b>Step 2</b>	6,986.51	3,493.26	40.31	7,300.90	3,650.45	42.12	7,387.65	3,693.83	42.62	7,387.65	3,693.83	42.62
<b>Step 3</b>	7,190.00	3,595.00	41.48	7,513.55	3,756.78	43.35	7,602.83	3,801.42	43.86	7,602.83	3,801.42	43.86
<b>Fire Apparatus Engineer Step 1</b>	6,094.08	3,047.04	35.16	6,368.31	3,184.16	36.74	6,443.98	3,221.99	37.18	6,443.98	3,221.99	37.18
<b>Step 2</b>	6,276.91	3,138.45	36.21	6,559.36	3,279.68	37.84	6,637.30	3,318.65	38.29	6,637.30	3,318.65	38.29
<b>Step 3</b>	6,459.73	3,229.86	37.27	6,750.41	3,375.21	38.94	6,830.62	3,415.31	39.41	6,830.62	3,415.31	39.41
<b>Firefighter Paramedic Step 1</b>	5,475.40	2,737.70	31.59	5,721.79	2,860.90	33.01	5,789.78	2,894.89	33.40	5,789.78	2,894.89	33.40
<b>Step 2</b>	5,639.66	2,819.83	32.54	5,893.45	2,946.72	34.00	5,963.47	2,981.74	34.40	5,963.47	2,981.74	34.40
<b>Step 3</b>	5,803.93	2,901.96	33.48	6,065.10	3,032.55	34.99	6,137.17	3,068.59	35.41	6,137.17	3,068.59	35.41
<b>Firefighter Paramedic Entry</b>	5,214.76	2,607.38	30.09	5,449.42	2,724.71	31.44	5,514.18	2,757.09	31.81	5,514.18	2,757.09	31.81
<b>Firefighter EMT</b>	4,914.76	2,457.38	28.35	5,149.42	2,574.71	29.71	5,214.18	2,607.09	30.08	5,214.18	2,607.09	30.08
<b>Paramedic Entry</b>	4,427.19	2,213.60	25.54	4,626.41	2,313.21	26.69	4,681.38	2,340.69	27.01	4,681.38	2,340.69	27.01
<b>Step 1</b>	4,527.19	2,263.60	26.12	4,726.41	2,363.21	27.27	4,781.38	2,390.69	27.58	4,781.38	2,390.69	27.58
<b>Step 2</b>	4,627.19	2,313.60	26.70	4,826.41	2,413.21	27.84	4,881.38	2,440.69	28.16	4,881.38	2,440.69	28.16
<b>Step 3</b>	4,727.19	2,363.60	27.27	4,926.41	2,463.21	28.42	4,981.38	2,490.69	28.74	4,981.38	2,490.69	28.74
<b>EMT/Attendant Entry</b>	3,902.89	1,951.44	22.52	4,078.52	2,039.26	23.53	4,126.97	2,063.49	23.81	4,126.97	2,063.49	23.81
<b>Step 1</b>	4,002.89	2,001.44	23.09	4,178.52	2,089.26	24.11	4,226.97	2,113.49	24.39	4,226.97	2,113.49	24.39
<b>Step 2</b>	4,102.89	2,051.44	23.67	4,278.52	2,139.26	24.68	4,326.97	2,163.49	24.96	4,326.97	2,163.49	24.96
<b>Step 3</b>	4,202.89	2,101.44	24.25	4,378.52	2,189.26	25.26	4,426.97	2,213.49	25.54	4,426.97	2,213.49	25.54

**Local 4115, International Association of Firefighters  
(Employees hired between January 1, 2014 and June 30, 2016)**

**APPENDIX A  
Salary Schedule – Tier 2**

Shift Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026 Semi-		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Mo	Hourly
<b>Fire Captain Step 1</b>	7,172.48	3,586.24	29.56	7,172.48	3,586.24	29.56	7,172.48	3,586.24	29.56	7,172.48	3,586.24	29.56
<b>Step 2</b>	7,387.65	3,693.83	30.44	7,387.65	3,693.83	30.44	7,387.65	3,693.83	30.44	7,387.65	3,693.83	30.44
<b>Step 3</b>	7,602.83	3,801.42	31.33	7,602.83	3,801.42	31.33	7,602.83	3,801.42	31.33	7,602.83	3,801.42	31.33
<b>Fire Apparatus Engineer Step 1</b>	6,443.98	3,221.99	26.55	6,443.98	3,221.99	26.55	6,443.98	3,221.99	26.55	6,443.98	3,221.99	26.55
<b>Step 2</b>	6,637.30	3,318.65	27.35	6,637.30	3,318.65	27.35	6,637.30	3,318.65	27.35	6,637.30	3,318.65	27.35
<b>Step 3</b>	6,830.62	3,415.31	28.15	6,830.62	3,415.31	28.15	6,830.62	3,415.31	28.15	6,830.62	3,415.31	28.15
<b>Firefighter Paramedic Step 1</b>	5,789.78	2,894.89	23.86	5,789.78	2,894.89	23.86	5,789.78	2,894.89	23.86	5,789.78	2,894.89	23.86
<b>Step 2</b>	5,963.47	2,981.74	24.57	5,963.47	2,981.74	24.57	5,963.47	2,981.74	24.57	5,963.47	2,981.74	24.57
<b>Step 3</b>	6,137.17	3,068.59	25.29	6,137.17	3,068.59	25.29	6,137.17	3,068.59	25.29	6,137.17	3,068.59	25.29
<b>Firefighter Paramedic Entry</b>	5,514.18	2,757.09	22.72	5,514.18	2,757.09	22.72	5,514.18	2,757.09	22.72	5,514.18	2,757.09	22.72
<b>Firefighter EMT</b>	5,214.18	2,607.09	21.49	5,214.18	2,607.09	21.49	5,214.18	2,607.09	21.49	5,214.18	2,607.09	21.49
<b>Paramedic Entry</b>	4,681.38	2,340.69	19.29	4,681.38	2,340.69	19.29	4,681.38	2,340.69	19.29	4,681.38	2,340.69	19.29
<b>Step 1</b>	4,781.38	2,390.69	19.70	4,781.38	2,390.69	19.70	4,781.38	2,390.69	19.70	4,781.38	2,390.69	19.70
<b>Step 2</b>	4,881.38	2,440.69	20.12	4,881.38	2,440.69	20.12	4,881.38	2,440.69	20.12	4,881.38	2,440.69	20.12
<b>Step 3</b>	4,981.38	2,490.69	20.53	4,981.38	2,490.69	20.53	4,981.38	2,490.69	20.53	4,981.38	2,490.69	20.53
<b>EMT/Attendant Entry</b>	4,126.97	2,063.49	17.01	4,126.97	2,063.49	17.01	4,126.97	2,063.49	17.01	4,126.97	2,063.49	17.01
<b>Step 1</b>	4,226.97	2,113.49	17.42	4,226.97	2,113.49	17.42	4,226.97	2,113.49	17.42	4,226.97	2,113.49	17.42
<b>Step 2</b>	4,326.97	2,163.49	17.83	4,326.97	2,163.49	17.83	4,326.97	2,163.49	17.83	4,326.97	2,163.49	17.83
<b>Step 3</b>	4,426.97	2,213.49	18.24	4,426.97	2,213.49	18.24	4,426.97	2,213.49	18.24	4,426.97	2,213.49	18.24

**Local 4115, International Association of Firefighters  
(Employees hired between January 1, 2014 and June 30, 2016)**

**APPENDIX A  
Salary Schedule – Tier 2**

40-Hour Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	7,172.48	3,586.24	41.38	7,172.48	3,586.24	41.38	7,172.48	3,586.24	41.38	7,172.48	3,586.24	41.38
<b>Step 2</b>	7,387.65	3,693.83	42.62	7,387.65	3,693.83	42.62	7,387.65	3,693.83	42.62	7,387.65	3,693.83	42.62
<b>Step 3</b>	7,602.83	3,801.42	43.86	7,602.83	3,801.42	43.86	7,602.83	3,801.42	43.86	7,602.83	3,801.42	43.86
<b>Fire Apparatus Engineer Step 1</b>	6,443.98	3,221.99	37.18	6,443.98	3,221.99	37.18	6,443.98	3,221.99	37.18	6,443.98	3,221.99	37.18
<b>Step 2</b>	6,637.30	3,318.65	38.29	6,637.30	3,318.65	38.29	6,637.30	3,318.65	38.29	6,637.30	3,318.65	38.29
<b>Step 3</b>	6,830.62	3,415.31	39.41	6,830.62	3,415.31	39.41	6,830.62	3,415.31	39.41	6,830.62	3,415.31	39.41
<b>Firefighter Paramedic Step 1</b>	5,789.78	2,894.89	33.40	5,789.78	2,894.89	33.40	5,789.78	2,894.89	33.40	5,789.78	2,894.89	33.40
<b>Step 2</b>	5,963.47	2,981.74	34.40	5,963.47	2,981.74	34.40	5,963.47	2,981.74	34.40	5,963.47	2,981.74	34.40
<b>Step 3</b>	6,137.17	3,068.59	35.41	6,137.17	3,068.59	35.41	6,137.17	3,068.59	35.41	6,137.17	3,068.59	35.41
<b>Firefighter Paramedic Entry</b>	5,514.18	2,757.09	31.81	5,514.18	2,757.09	31.81	5,514.18	2,757.09	31.81	5,514.18	2,757.09	31.81
<b>Firefighter EMT</b>	5,214.18	2,607.09	30.08	5,214.18	2,607.09	30.08	5,214.18	2,607.09	30.08	5,214.18	2,607.09	30.08
<b>Paramedic Entry</b>	4,681.38	2,340.69	27.01	4,681.38	2,340.69	27.01	4,681.38	2,340.69	27.01	4,681.38	2,340.69	27.01
<b>Step 1</b>	4,781.38	2,390.69	27.58	4,781.38	2,390.69	27.58	4,781.38	2,390.69	27.58	4,781.38	2,390.69	27.58
<b>Step 2</b>	4,881.38	2,440.69	28.16	4,881.38	2,440.69	28.16	4,881.38	2,440.69	28.16	4,881.38	2,440.69	28.16
<b>Step 3</b>	4,981.38	2,490.69	28.74	4,981.38	2,490.69	28.74	4,981.38	2,490.69	28.74	4,981.38	2,490.69	28.74
<b>EMT/Attendant Entry</b>	4,126.97	2,063.49	23.81	4,126.97	2,063.49	23.81	4,126.97	2,063.49	23.81	4,126.97	2,063.49	23.81
<b>Step 1</b>	4,226.97	2,113.49	24.39	4,226.97	2,113.49	24.39	4,226.97	2,113.49	24.39	4,226.97	2,113.49	24.39
<b>Step 2</b>	4,326.97	2,163.49	24.96	4,326.97	2,163.49	24.96	4,326.97	2,163.49	24.96	4,326.97	2,163.49	24.96
<b>Step 3</b>	4,426.97	2,213.49	25.54	4,426.97	2,213.49	25.54	4,426.97	2,213.49	25.54	4,426.97	2,213.49	25.54



**Local 4115, International Association of Firefighters  
(Employees hired after June 30, 2016)**

**APPENDIX A  
Salary Schedule – Tier 3**

Shift Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	6,490.93	3,245.47	26.75	6,490.93	3,245.47	26.75	6,750.57	3,375.28	27.82	7,020.59	3,510.30	28.93
<b>Step 2</b>	6,685.66	3,342.83	27.55	6,685.66	3,342.83	27.55	6,953.08	3,476.54	28.65	7,231.21	3,615.61	29.80
<b>Step 3</b>	6,880.39	3,440.19	28.35	6,880.39	3,440.19	28.35	7,155.60	3,577.80	29.49	7,441.83	3,720.91	30.67
<b>Fire Apparatus Engineer Step 1</b>	5,831.66	2,915.83	24.03	5,831.66	2,915.83	24.03	6,064.93	3,032.46	24.99	6,307.53	3,153.76	25.99
<b>Step 2</b>	6,006.61	3,003.30	24.75	6,006.61	3,003.30	24.75	6,246.87	3,123.44	25.74	6,496.75	3,248.38	26.77
<b>Step 3</b>	6,181.56	3,090.78	25.47	6,181.56	3,090.78	25.47	6,428.82	3,214.41	26.49	6,685.98	3,342.99	27.55
<b>Firefighter Paramedic Step 1</b>	5,239.62	2,619.81	21.59	5,239.62	2,619.81	21.59	5,449.20	2,724.60	22.46	5,667.17	2,833.58	23.35
<b>Step 2</b>	5,396.81	2,698.40	22.24	5,396.81	2,698.40	22.24	5,612.68	2,806.34	23.13	5,837.18	2,918.59	24.05
<b>Step 3</b>	5,554.00	2,777.00	22.89	5,554.00	2,777.00	22.89	5,776.16	2,888.08	23.80	6,007.20	3,003.60	24.75
<b>Firefighter Paramedic Entry</b>	4,990.20	2,495.10	20.56	4,990.20	2,495.10	20.56	5,189.81	2,594.90	21.39	5,397.40	2,698.70	22.24
<b>Firefighter EMT</b>	4,690.20	2,345.10	19.33	4,690.20	2,345.10	19.33	4,889.81	2,444.90	20.15	5,097.40	2,548.70	21.01
<b>Paramedic Entry</b>	4,236.55	2,118.28	17.46	4,236.55	2,118.28	17.46	4,406.01	2,203.01	18.16	4,582.25	2,291.13	18.88
<b>Step 1</b>	4,336.55	2,168.28	17.87	4,336.55	2,168.28	17.87	4,506.01	2,253.01	18.57	4,682.25	2,341.13	19.29
<b>Step 2</b>	4,436.55	2,218.28	18.28	4,436.55	2,218.28	18.28	4,606.01	2,303.01	18.98	4,782.25	2,391.13	19.71
<b>Step 3</b>	4,536.55	2,268.28	18.69	4,536.55	2,268.28	18.69	4,706.01	2,353.01	19.39	4,882.25	2,441.13	20.12
<b>EMT/Attendant Entry</b>	3,734.82	1,867.41	15.39	3,734.82	1,867.41	15.39	3,884.21	1,942.11	16.01	4,039.58	2,019.79	16.65
<b>Step 1</b>	3,834.82	1,917.41	15.80	3,834.82	1,917.41	15.80	3,984.21	1,992.11	16.42	4,139.58	2,069.79	17.06
<b>Step 2</b>	3,934.82	1,967.41	16.21	3,934.82	1,967.41	16.21	4,084.21	2,042.11	16.83	4,239.58	2,119.79	17.47
<b>Step 3</b>	4,034.82	2,017.41	16.63	4,034.82	2,017.41	16.63	4,184.21	2,092.11	17.24	4,339.58	2,169.79	17.88

**Local 4115, International Association of Firefighters  
(Employees hired after June 30, 2016)**

**APPENDIX A  
Salary Schedule – Tier 3**

40-Hour Employee Ranks	7/1/2022-6/30/2023			7/1/2023-6/30/2024			7/1/2024-6/30/2025			7/1/2025-6/30/2026		
	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly	Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	6,490.93	3,245.47	37.45	6,490.93	3,245.47	37.45	6,750.57	3,375.28	38.95	7,020.59	3,510.30	40.50
<b>Step 2</b>	6,685.66	3,342.83	38.57	6,685.66	3,342.83	38.57	6,953.08	3,476.54	40.11	7,231.21	3,615.61	41.72
<b>Step 3</b>	6,880.39	3,440.19	39.69	6,880.39	3,440.19	39.69	7,155.60	3,577.80	41.28	7,441.83	3,720.91	42.93
<b>Fire Apparatus Engineer Step 1</b>	5,831.66	2,915.83	33.64	5,831.66	2,915.83	33.64	6,064.93	3,032.46	34.99	6,307.53	3,153.76	36.39
<b>Step 2</b>	6,006.61	3,003.30	34.65	6,006.61	3,003.30	34.65	6,246.87	3,123.44	36.04	6,496.75	3,248.38	37.48
<b>Step 3</b>	6,181.56	3,090.78	35.66	6,181.56	3,090.78	35.66	6,428.82	3,214.41	37.09	6,685.98	3,342.99	38.57
<b>Firefighter Paramedic Step 1</b>	5,239.62	2,619.81	30.23	5,239.62	2,619.81	30.23	5,449.20	2,724.60	31.44	5,667.17	2,833.58	32.70
<b>Step 2</b>	5,396.81	2,698.40	31.14	5,396.81	2,698.40	31.14	5,612.68	2,806.34	32.38	5,837.18	2,918.59	33.68
<b>Step 3</b>	5,554.00	2,777.00	32.04	5,554.00	2,777.00	32.04	5,776.16	2,888.08	33.32	6,007.20	3,003.60	34.66
<b>Firefighter Paramedic Entry</b>	4,990.20	2,495.10	28.79	4,990.20	2,495.10	28.79	5,189.81	2,594.90	29.94	5,397.40	2,698.70	31.14
<b>Firefighter EMT</b>	4,690.20	2,345.10	27.06	4,690.20	2,345.10	27.06	4,889.81	2,444.90	28.21	5,097.40	2,548.70	29.41
<b>Paramedic Entry</b>	4,236.55	2,118.28	24.44	4,236.55	2,118.28	24.44	4,406.01	2,203.01	25.42	4,582.25	2,291.13	26.44
<b>Step 1</b>	4,336.55	2,168.28	25.02	4,336.55	2,168.28	25.02	4,506.01	2,253.01	26.00	4,682.25	2,341.13	27.01
<b>Step 2</b>	4,436.55	2,218.28	25.60	4,436.55	2,218.28	25.60	4,606.01	2,303.01	26.57	4,782.25	2,391.13	27.59
<b>Step 3</b>	4,536.55	2,268.28	26.17	4,536.55	2,268.28	26.17	4,706.01	2,353.01	27.15	4,882.25	2,441.13	28.17
<b>EMT/Attendant Entry</b>	3,734.82	1,867.41	21.55	3,734.82	1,867.41	21.55	3,884.21	1,942.11	22.41	4,039.58	2,019.79	23.31
<b>Step 1</b>	3,834.82	1,917.41	22.12	3,834.82	1,917.41	22.12	3,984.21	1,992.11	22.99	4,139.58	2,069.79	23.88
<b>Step 2</b>	3,934.82	1,967.41	22.70	3,934.82	1,967.41	22.70	4,084.21	2,042.11	23.56	4,239.58	2,119.79	24.46
<b>Step 3</b>	4,034.82	2,017.41	23.28	4,034.82	2,017.41	23.28	4,184.21	2,092.11	24.14	4,339.58	2,169.79	25.04

**Local 4115, International Association of Firefighters**  
**APPENDIX A**  
**Salary Schedule – Tier Elimination**

Shift Employee Ranks	7/1/2026-6/30/2027			40-Hour Employee Ranks	7/1/2023-6/30/2024		
	Monthly	Semi-Mo	Hourly		Monthly	Semi-Mo	Hourly
<b>Fire Captain Step 1</b>	7,172.48	3,586.24	29.56	<b>Fire Captain Step 1</b>	7,172.48	3,586.24	41.38
<b>Step 2</b>	7,387.65	3,693.83	30.44	<b>Step 2</b>	7,387.65	3,693.83	42.62
<b>Step 3</b>	7,602.83	3,801.42	31.33	<b>Step 3</b>	7,602.83	3,801.42	43.86
<b>Fire Apparatus Engineer Step 1</b>	6,443.98	3,221.99	26.55	<b>Fire Apparatus Engineer Step 1</b>	6,443.98	3,221.99	37.18
<b>Step 2</b>	6,637.30	3,318.65	27.35	<b>Step 2</b>	6,637.30	3,318.65	38.29
<b>Step 3</b>	6,830.62	3,415.31	28.15	<b>Step 3</b>	6,830.62	3,415.31	39.41
<b>Firefighter Paramedic Step 1</b>	5,789.78	2,894.89	23.86	<b>Firefighter Paramedic Step 1</b>	5,789.78	2,894.89	33.40
<b>Step 2</b>	5,963.47	2,981.74	24.57	<b>Step 2</b>	5,963.47	2,981.74	34.40
<b>Step 3</b>	6,137.17	3,068.59	25.29	<b>Step 3</b>	6,137.17	3,068.59	35.41
<b>Firefighter Paramedic Entry</b>	5,514.18	2,757.09	22.72	<b>Firefighter Paramedic Entry</b>	5,514.18	2,757.09	31.81
<b>Firefighter EMT</b>	5,214.18	2,607.09	21.49	<b>Firefighter EMT</b>	5,214.18	2,607.09	30.08
<b>Paramedic Entry</b>	4,681.38	2,340.69	19.29	<b>Paramedic Entry</b>	4,681.38	2,340.69	27.01
<b>Step 1</b>	4,781.38	2,390.69	19.70	<b>Step 1</b>	4,781.38	2,390.69	27.58
<b>Step 2</b>	4,881.38	2,440.69	20.12	<b>Step 2</b>	4,881.38	2,440.69	28.16
<b>Step 3</b>	4,981.38	2,490.69	20.53	<b>Step 3</b>	4,981.38	2,490.69	28.74
<b>EMT/Attendant Entry</b>	4,126.97	2,063.49	17.01	<b>EMT/Attendant Entry</b>	4,126.97	2,063.49	23.81
<b>Step 1</b>	4,226.97	2,113.49	17.42	<b>Step 1</b>	4,226.97	2,113.49	24.39
<b>Step 2</b>	4,326.97	2,163.49	17.83	<b>Step 2</b>	4,326.97	2,163.49	24.96
<b>Step 3</b>	4,426.97	2,213.49	18.24	<b>Step 3</b>	4,426.97	2,213.49	25.54

**Local 4115, International Association of Firefighters  
(All Employees)  
APPENDIX B  
Stipends**

Stipend pay is additional taxable wages not calculated as part of the base salaries.

To be eligible for any Stipend pay, Union Employees must meet the minimum requirements as indicated in the description below.

Probationary Employees are not eligible for Stipend pay.

<u>Stipend Type</u>	<u>Description</u>
Associates Degree	An Associate's Degree from an accredited college in a field which is applicable to the employee's current job title or for future promotion.
Bachelor's Degree	A Bachelor's Degree from an accredited college in any field. This stipend is not in addition to the Associate's Degree Stipend, but in place of.
EMS Liaison	Responsible to act as the District's liaison internally and externally in regards to EMS services.
Field Training Officer	Intern training. This stipend is paid per intern, not per month.
Fleet & Equip Manager	Responsible for all District fleet and equipment.
HazMat Leader	Responsible for all hazardous material operations.
Training Officer	Responsible for the coordination of all District training.

Stipend Name	Amount/Mo
Associate's Degree	\$125.00
Bachelor's Degree	\$200.00
EMS Liaison	\$300.00
Fleet & Equipment Manager	\$300.00
Field Training Officer	\$ 400.00/Intern
HazMat Leader	\$100.00
Training Officer	\$300.00

## Local 4115, International Association of Firefighters

### APPENDIX C

#### Fire Division Promotion Step Plan

##### Eligibility for Step Increase

Union Employees within the Fire Division who are eligible for a step increase promotion shall be evaluated through the following:

- a) A six (6) month evaluation OR
- b) A recommendation by the Fire Chief with Board approval

##### Eligibility for Rank Promotion

Rank promotions can only be achieved for open recruitments which have been posted. Union Employees within the Fire Division, who meet the minimum requirements, shall be evaluated through the following:

- a) The promotional exam for the applicable rank
- b) The assessment centers
- c) An oral interview

##### Limited Term Appointment

Limited Term (LT) appointments are when Union Employees are fulfilling the duties of a rank above their own on a temporary basis for a period of no less than thirty (30) days. LT appointments can be made for the following purposes:

- a) To temporarily fill an open position during the recruitment process
- b) To fill an open position due to a temporary leave of absence

LT appointments shall be made by the Fire Chief or the Board. Union Employees acting as an LT shall receive a 5% increase of their base salary. If an LT appointment lasts for a period longer than one year, the Union Employee shall receive the same pay as a permanent employee at that same rank. If a Union Employee receives an LT appointment for a Battalion Chief rank, the employee shall receive a 5% increase of their base salary but not to exceed the base Battalion Chief salary.

##### Fire Division Promotion Step Plan Requirements

The following are the requirements for each step and rank promotion. It is broken down into two sections due to changes in the California State Fire Marshal training requirements: training requirements through 12/31/2016 and training requirements beginning 1/1/2017.

Union Employees who obtain all of the certifications necessary for a rank or step promotion prior to January 1, 2017, using the old Promotion Step Plan, shall be eligible for promotion to the respective rank only, and are not required to obtain the new training. However, Union Employees who only obtain some, but not all of the certifications necessary for a rank or step promotion prior to January 1, 2017, using the old Promotion Step Plan, must then obtain all of the new certifications required by the new Promotion Step Plan to receive the respective rank or step promotion.

Example: To promote from Fire Apparatus Engineer/Paramedic I to a Step II:

- a) You obtain Prevention 1-A and Management 1 certifications prior to 1/1/17, but do not promote until after 1/1/17. You satisfied the certification requirements prior to 1/1/17 using the old Promotion Step Plan. You are eligible for the step promotion.
- b) You obtain Prevention 1-A certification prior to 1/1/17, but not the Management 1 certification. You must now obtain the certifications according to the new CSFM training requirements using the new Promotion Step plan. This means you must now also obtain the Company Officer 2-C and 2-A certifications to be eligible for the step promotion.

**••California State Fire Marshal training through December 31, 2016. Items listed under each rank/step must be fulfilled to achieve that rank/step:**

Firefighter/Paramedic (Entry)

- a) Must meet the minimum requirements as laid out in the job description.

Firefighter/Paramedic (Step 1)

- a) Must successfully complete a one (1) year probationary period as a Firefighter/Paramedic Entry

Firefighter/Paramedic (Step II)

- a) Must successfully fulfill a one (1) year period as a Firefighter/Paramedic I
- b) Must possess a valid CDL Class B or Class C Firefighter Endorsement
- c) Must possess Firefighter II certification

Firefighter (Step III)

- a) Must successfully fulfill a one (1) year period as a Firefighter/Paramedic II
- b) Must possess IS-800
- c) Must possess Driver Operator 1-A

Fire Apparatus Engineer/Paramedic (Step I)

- a) Must meet the minimum requirements as laid out in the job description.
- b) If promoting, must successfully fulfill a one (1) year period as a Firefighter/Paramedic III
- c) Must possess the Driver/Operator 1-B certifications
- d) Must possess the Command 1-A certification
- e) Must possess the Investigation 1-A certification

Fire Apparatus Engineer/Paramedic (Step II)

- a) Must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic I
- b) Must possess the Prevention 1-A certification
- c) Must possess the Management 1 certification

Fire Apparatus Engineer/Paramedic (Step III)

- a) Must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic II
- b) Must possess the Instructor 1-A and 1-B certifications
- c) Must possess the Command 1-B certification

Fire Captain (Step I)

- a) Must meet the minimum requirements as laid out in the job description.
- b) If promoting, must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic III
- c) Must possess the Prevention 1-B certification
- d) Must possess the ICS-300 certification
- e) Must possess the Fire Officer certification

Fire Captain (Step II)

- a) Must successfully fulfill a one (1) year period as a Fire Captain I
- b) Must possess the ICS-400 certification
- c) Must possess the 'Command 2-A certification

Fire Captain (Step III)

- a) Must successfully fulfill a one (1) year period as a Fire Captain II
- b) Must possess the Command 2-B certification
- c) Must possess the Command 2-C certification
- d) Must possess the Command 2-D certification
- e) Other related classes as specified by District needs and approved by the Fire Chief

**•• California State Fire Marshal training beginning January 1, 2017. Items listed under each rank/step must be fulfilled to achieve that rank/step:**

Firefighter/Paramedic (Entry)

- a) Must meet the minimum requirements as laid out in the job description

Firefighter/Paramedic (Step I)

- a) Must successfully complete a one (1) year probationary period as a Firefighter/Paramedic Entry

Firefighter/Paramedic (Step II)

- a) Must successfully fulfill a one (1) year period as a Firefighter/Paramedic
- b) Must possess a valid CDL Class B or Class C Firefighter Endorsement
- c) Must possess Firefighter II certification

Firefighter/Paramedic (Step III)

- a) Must successfully fulfill a one (1) year period as a Firefighter/Paramedic II
- b) Must possess IS-800
- c) Must possess Driver Operator 1-A

#### Fire Apparatus Engineer/Paramedic (Step I)

- a) Must meet the minimum requirements as laid out in the job description.
- b) If promoting, must successfully fulfill a one (1) year period as a Firefighter/Paramedic III
- c) Must possess the Driver/Operator 1-B certifications
- d) Must possess the Company Officer 2-D certification

#### Fire Apparatus Engineer/Paramedic (Step II)

- a) Must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic I
- b) Must possess the Company Officer 2-C certification
- c) Must possess the Company Officer 2-A certification

#### Fire Apparatus Engineer (Step III)

- a) Must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic II
- b) Must possess the Fire Instructor 1 certification
- c) Must possess the Company Officer 2-B certification

#### Fire Captain (Step I)

- a) Must meet the minimum requirements as laid out in the job description.
- b) If promoting, must successfully fulfill a one (1) year period as a Fire Apparatus Engineer/Paramedic III
- c) Must possess the Company Officer 2-E certification
- d) Must possess the ICS-300 certification

#### Fire Captain (Step II)

- a) Must successfully fulfill a one (1) year period as a Fire Captain I
- b) Must possess the ICS-400 certification
- c) Must possess the Chief Officer 3-A & 3-B certifications
- d) Other related classes as specified by District needs and approved by the Fire Chief

#### Fire Captain (Step III)

- a) Must successfully fulfill a one (1) year period as a Fire Captain II
- b) Must possess Chief Officer 3C & 3D
- c) Other related classes as specified by District needs and approved by the Fire Chief



**Local 4115, International Association of Firefighters**  
**APPENDIX D**  
**EMS Division Promotion Step Plan**

**Eligibility for Step Increase**

Union Employees within the EMS Division who are eligible for a step increase promotion shall be evaluated through the following:

- a) A six (6) month evaluation OR
- b) A recommendation by the Fire Chief with Board approval

**Eligibility for Rank Promotion**

Rank promotions can only be achieved for open recruitments which have been posted. Union Employees within the EMS Division, who meet the minimum requirements, shall be evaluated through the following:

- a) The promotional exam for the applicable rank
- b) The assessment centers
- c) An oral interview

**Limited Term Appointment**

Limited Term (LT) appointments are when Union Employees are fulfilling the duties of a rank above their own on a temporary basis for a period of no less than thirty (30) days. LT appointments can be made for the following purposes:

- a) To temporarily fill an open position during the recruitment process
- b) To fill an open position due to a temporary leave of absence

LT appointments shall be made by the Fire Chief or the Board. Union Employees acting as an LT shall receive a 5% increase of their base salary. If an LT appointment lasts for a period longer than one year, the Union Employee shall receive the same pay as a permanent employee at that same rank.

**EMS Division Promotion Step Plan Requirements**

The following are the requirements for each step and rank promotion. Items listed under each rank/step must be fulfilled to achieve that rank/step:

**EMT/Driver Attendant (Entry)**

**Paramedic (Entry)**

- a) Must meet the minimum requirements as laid out in the job description.

**EMT/Driver Attendant (Step I)**

**Paramedic (Step I)**

- a) Must successfully fulfill a one (1) year probationary period as an EMT/Driver Entry Attendant or Paramedic Entry, whichever is applicable

EMT/Driver Attendant (Step II)

Paramedic (Step II)

- a) Must successfully fulfill a one (1) year period as an EMT/Driver Attendant I or Paramedic I, whichever is applicable
- b) Must possess the Firefighter I certification

EMT/Driver Attendant (Step III)

Paramedic (Step III)

- a) Must successfully fulfill a one (1) year period as an EMT/Driver Attendant II or Paramedic II, whichever is applicable
- b) Must possess the Driver/Operator 1-A certifications
- c) Must possess the Class B or Class C Firefighter Endorsement